

EXHIBIT C



Stowen Ltd
Unit 1 James Watt Close
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Project Work Agreement

Introduction

This document sets out the terms & conditions for all self-employed individuals and limited companies working with Stowen Ltd Unit 1 James Watt Close, Great Yarmouth, NR31 0NX ("Stowen") on designated projects.

Please refer to Section 2 of this agreement for further details on the terms provided under Section 1.

Section 1: Key Terms

1. **Name of contracted individual or company ("Contractor"):** **David Cook** together with any individuals employed or engaged by them
2. **Stowen's Client ("Client"):** **Rowan Drilling**
3. **Installation & Location:** **RGVII Dundee Dockside**
4. **Start date and estimated duration:** **06/01/18**
5. **Summary of work scope ("Project"):** **Various Scopes**
6. **Role you are being contracted to perform ("Role"):** **RA Multiskilled Rig Builder**
7. **Agreement effective from:** **05/01/18**
8. **Rotational/Project commitment ("Rotation"):** **TBC**
See in particular:
 - Penalties for leaving outside of agreement
 - Emergencies Sickness and Injury
9. **Fees** **£23.50** per hour standard work rate
£1.00 per hour uplift will be paid upon completion of the project (This subject to fore filling your rotational commitments for the duration of the project)
10. **PPE Requirements**
The Contractor should bring overalls, safety boots, hard hat & safety glasses
Where possible, Stowen will provide branded overalls onsite as well as all other job related PPE
11. **Required Certification**
All required for the job role which will be determined from time to time by the Company.
12. **Alcohol & Drugs Policy**
Whilst on rotation – **NO alcohol/drugs** to be consumed
The Contractor agree to consent to random breath/drug-testing in operation given that the nature of the work is safety critical.
13. **Your liabilities** Please refer to section

IMPORTANT NOTE

Please confirm acceptance of these terms and conditions by email to Stowen prior to mobilisation. Should the Contractor mobilise to the Project, we will take that as acceptance of these terms.

Section 2: Detailed Terms

The numbering and detail set out under Schedule 2 takes the same numbering and provides further detail on the terms set out under Schedule 1.

1. Regardless of whether the Contractor is an individual or a company, names of all individuals that will be working on the project must be made known to Stowen.
 - i. Proof of Identification must be provided in the form of a valid passport for all individuals,



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- ii. Company registration certificate must be provided where the Contractor is a limited company.
 - iii. An e-mail address for correspondence must be provided for all individuals engaged on the Project and this email address must be checked at least once every 24 hours.
2. The Client is the entity that Stowen has contracted with to perform the Project.
 - i. It is the Contractor's responsibility to make Stowen aware of any issues that they may have working for the Client or Stowen.
 - ii. During the Project the Contractor represents themselves, Stowen and the Client. The Contractor will be assessed by Stowen and the Client on the quality of their work and performance as well as their general professionalism including but not limited to their behaviour, attitude and team work. The Contractor agrees to work at the highest levels of competency and professionalism with the best interests of Stowen and the Client in mind at all times.
 3. This is the name of the Client's installation and its location for the Project to be completed. The place of work may change and in such a situation the Contractor will be notified accordingly.
 4. This is the confirmed start date of the Project. This may be the mobilisation date or the work commencement date,
 - i. In some circumstances, this date may change AFTER this agreement is issued. In such situations, Stowen will issue the Contractor of a notification of change via e-mail.
 5. A full briefing and discussion of the Project will be led by the Supervisor on the Project. You should make sure you are fully aware of all procedures including; method statements, risk assessments, PPE, equipment, emergency actions and collaborative working with other disciplines.
 6. This is the Contractor's role within the team. You will be informed of your exact work contribution by the Supervisor which may change from time to time depending on the needs of the Project.
 7. The date from which this agreement begins. You may not necessarily be paid from this date – agreements are drawn up in advance. You will be paid from a specified mobilisation date or commitment to standby from the Client as communicated pursuant to clause 4.
 8. This sets out Stowen's expected commitment from you for the Project together with the rest periods as appropriate.
 - i. Once the Contractor agrees to work on the Project they will be expected to perform the required number of days as detailed under section 1 on rotation. If for whatever reason the Contractor does not fulfil their contractual obligations in this regard, costs/penalties may be incurred by the Contractor. The Contractor should NOT take the job if they know they cannot fulfil their contractual obligations such as having a pre-booked appointment or event that they cannot miss. The Contractor is contractually obliged to make Stowen's Operations Team aware of any such occasion BEFORE agreeing to perform the job.
 - ii. Any unplanned requests for leave within the Rotation or Project should initially be discussed with the Stowen Job Supervisor, but all decisions/confirmations will come from the Stowen Operations office.
 - iii. If one of the following circumstances set out at 8iii (i-v) below arise, the Contractor will be responsible for organising and financing the cost of transporting home the individuals employed or engaged by the Contractor together with any equipment owned by the Contractor or the individuals.
 - i. An agreement is reached between the Contractor and Stowen to vary the Rotation terms (which will be dealt with on a case by case basis when considering the facts and circumstances of the particular situation);
 - ii. The Contractor walks off site and ceases working on the Project;
 - iii. The Contractor displays behaviour that gives rise to a suspicion that they are under the influence of drugs and/or alcohol;
 - iv. The Contractor ceases to continue in the Role outside of the Rotation terms;
 - v. Stowen have to end this agreement due to the fault of the Contractor; or
 - vi. The Contractor leaves the Project for whatever reason,
 - iv. If the Contractor is unable to work due to sickness/illness, they must inform Stowen's Job Supervisor at the earliest opportunity. It is at the discretion of Stowen's Job Supervisor and the Client whether the Contractor receives pay for any time missed.
 - v. If the Contractor is injured at work, or whilst away, they must inform Stowen's Job Supervisor immediately. It is at the discretion of Stowen's Job Supervisor and the Client whether the Contractor receives pay for any time missed. Furthermore, the Contractor will do all things necessary to comply



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with any requirement that Stowen and/or the Client may request (including at any time after the Rotation ends) including but not limited to completing necessary health and safety paperwork, as required by the HSE or otherwise or in relation to any investigation that may be undertaken.

9. Stowen will pay the hourly rate to the Contractor for every hour they perform the Role during the Project.
 - i. In some cases there may be a standby rate if there are delays or postponements of work. It is not compulsory that the Client pays this or that the Contractor has to commit to remain on the team and take the pay. Each instance will be communicated to the Contractor from Stowen's Operations Office.
 - ii. Any uplifts, bonuses and overtime rates, to the extent that they are applicable for the Project, will be specified under Section 1.
 - iii. The Contractor's invoices must clearly state the full company details, company banking information and where applicable a VAT registration number (copies of company incorporation/VAT registration must be provided with your first invoice). The Contractor should submit their invoice at the specified interval (upon de-mobilisation) to accounts@stowengroup.com. The Contractor needs to ensure that the hours, any extra payments, expenses and mobilisation fees are clearly set out or there may be a delay in processing payment. Any queries will be e-mailed from Stowen's accounts department to the Contractor for review.
 - iv. Invoices to be submitted on the last day of each month. In most cases, the Contractor's invoice will be paid 21 days after it is received by Stowen's accounts department.
 - v. All expense claims MUST be submitted with the **original receipts** to avoid delay in the Contractor's invoice being accepted for payment.
 - vi. Any queries should be followed up with Stowen's Operations Office in the first instance. The Contractor may be directed to another department as appropriate or have to wait whilst the query is looked into. The Contractor's fees have been calculated by considering their trade/skills, experience, certification the specific project and relevant qualifications hence there may be differences in the Contractor's rate when compared to others contractors. The Contractor is prohibited from discussing rates and terms of their agreement with Stowen with anyone.
10. The Contractor should bring with them the requested PPE. All other PPE required to perform the job will be onsite.
 - i. Any damaged or faulty PPE should be reported to your Stowen's Job Supervisor immediately.
 - ii. For Stowen provided PPE, specific sizes can be ordered, but please allow time for this.
 - iii. When leaving site for rest days or at the end of the Project, the Contractor should retain their PPE. The Contractor may be required to attend another job or not be required back onsite.
 - iv. The Contractor should only use approved, certified tools and equipment in line with agreed procedures.
11. The Contractor must submit to the Stowen Operations Office PRIOR to mobilisation. Failure to provide the required valid certificates may result in the Contractor being removed from the team with no compensation being payable.
 - i. It is the Contractor's responsibility to maintain adequate, appropriate and up to date certification. They MUST make sure that their certification covers the entire Project or Rotation. The Contractor should discuss any issues they may have with the Stowen Operations Office PRIOR to committing to the Project.
 - ii. In some cases, Stowen will pay for and/or send the Contractor on training courses to gain specific qualifications. In these instances, the Contractor will be required to agree to a Training Cost Agreement.
 - iii. Action will be taken against the Contractor if they falsify certificates or have them endorsed by non-certified training provider.
12. The Contractor will be provided with accommodation as agreed for the Project. This could be organised by the Client or by Stowen.
 - i. The Contractor will be informed of the location and meals/facilities/allowances that are included.
 - ii. The Contractor must consider their behaviour and actions whilst on Rotation, including at times they are not at work. Any aggressive, abusive or disorderly behaviour to staff, colleagues or fellow guests may result in their removal from the Project and costs/penalties incurred by them.
 - iii. At peak demand, the Contractor may be required to move hotels. They will be given as much notice as possible in this instance.
 - iv. The Contractor may be required to share rooms.
13. Stowen will organise and/or inform the Contractor of their itineraries and instructions.
 - i. The Contractor will be required to supply their driving licence if they are asked to drive Stowen or the Client's company or rental vehicles on projects. The Contractor must declare any concerns they have



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regarding driving in the country they are working in PRIOR to bookings being made. The Contractor will be liable for any deliberate or unreported damage, parking or speeding fines incurred whilst they are driving the vehicle. Any accidental damage, collisions or safety concerns MUST be reported immediately to the Stowen Operations Office. The company or rental vehicle must be used ONLY for project related business unless authorisation is given by the Stowen Operations Office or Stowen Job Supervisor onsite. The vehicle should be kept clean and maintenance checks performed on long-term rentals.

- ii. Stowen's Operations & Logistics Support team work 0800 to 1700 Monday to Friday, so any changes, queries and special requests should be submitted to them within those hours. There is an 'out of hours' service, but is only for use in emergencies as it has limited information available to it. Only authorised persons may make changes or bookings.

14. These notes are as summary only and a full Alcohol and Drugs Policy is available on request.

- i. The Contractor is not permitted to drink alcohol or be under the influence of alcohol whilst being on Project or travelling to site. Once the job is completed, Stowen expect the Contractor to conduct themselves professionally and behave appropriately as they are still a representative of Stowen until they arrive home.
- ii. You agree and consent to Stowen, as well as the Client and site owners conducting unannounced, random testing by way of the sampling of breath of all those onsite, or entering or leaving site. Stowen, the Client and the site owners may also conduct tests should they have suspicion that an individual may be under the influence of alcohol or drugs at any other time, particularly because the Contractor is in a safety critical role.
- iii. Tests will be conducted as per the official procedure as set out in the full Alcohol and Drugs Policy by a designated person and the information recorded. The Contractor consents to this process.
- iv. Failure to pass a breath test or failure to perform a test when requested will result in the Contractor being removed from site and incurring incur costs/penalties as identified at clause 8 above.
- v. No illegal drugs or substances are to be used or taken onsite or whilst on Rotation. If the Contractor is taking prescribed medication or over-the-counter remedies, they must inform the Stowen Job Supervisor and the Stowen Operations Office.

15. These points set out your liabilities as a Contractor.

- i. In this clause, a reference to Stowen shall include Stowen's group companies and the provisions of this clause shall be for the benefit of and enforceable by Stowen and any group company.
- ii. When on and travelling to and from projects the Contractor is representing Stowen and their conduct and behaviour should never reflect negatively on Stowen or the Client and the Contractor should never bring Stowen or the Client into disrepute.
- iii. The Contractor shall have the appropriate Personal, Employer and/or Company Liability Insurance in place during for the duration of the Project. Any incident (including personal injury, damage to equipment or structure) that occurs through misuse of equipment or unsafe behaviour by the Contractor's actions or neglect may result in them being pursued for claims.
- iv. All incidents will be investigated appropriately by designated representatives of Stowen and the Client.
- v. You are expected to perform your duties as a Contractor in line with the initial work scope and any further work scopes you are requested to perform. The methods and guidelines set out for working procedures MUST be followed as agreed between Stowen and the Client. Should the Contractor not agree with these methods or have concerns over safe working because of them, they are obliged to discuss this with the Stowen Site Management.
- vi. The Contractor is not an employee of Stowen (or the Client). There is no obligation for Stowen to provide work to the Contractor and if they do, there is no obligation on the Contractor to accept the work.
- vii. The Contractor is responsible for paying the appropriate taxes and social security benefits on any earnings and agrees to indemnify Stowen in relation to any tax and other appropriate deductions that should be made on any payment to the Contractor. This includes but is not limited to UK taxes. The Contractor must retain adequate records of the days, times and locations of their work.

Confidentiality

- viii. For the purposes of this agreement, Confidential Information shall mean information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, clients, customers, products, affairs and finances of Stowen, any Group Company or the Client confidential to Stowen any Group Company or the Client and trade secrets including, without limitation, technical data and know-how relating to the business of Stowen, any Group Company, the Client or any of its or their suppliers, clients, customers,



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agents, distributors,
Contractor creates,
connection with their Role
information (if in anything
confidential.

shareholders or management that the
develops, receives or obtains, in
within the Project, whether or not such
other than oral form) is marked

- ix. The Contractor acknowledges that during their work for Stowen they will have access to Confidential Information. The Contractor agrees to not (except in the proper course of their duties), either during the duration of this agreement or at any time after its termination (however arising), use or disclose to any person, company or other organisation whatsoever (and shall use his best endeavours to prevent the publication or disclosure of) any Confidential Information.
- x. Furthermore, the Contractor will not disclose any Confidential Information, make any disparaging or derogatory remarks about Stowen or the Client or express any opinion on behalf of Stowen or the Client on social media.

Indemnity

- xi. The Contractor shall indemnify Stowen against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Stowen arising out of or in connection with:
 - i. any breach of any term of this agreement;
 - ii. the Contractor's breach or negligent performance or non-performance of this agreement;
 - iii. the enforcement of this agreement;
 - iv. one or more of the situations occurring at clause 8(iii)-(v) of this agreement
 - v. any claim made against Stowen by a third party arising out of or in connection with the Role the Contractor is engaged in in relation to the Project, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by the Contractor;
 - vi. any claim made against Stowen by a third party for death, personal injury or damage to property arising out of or in connection with defective work, to the extent that the defect in the work is attributable to the acts or omissions of the Contractor.

16. Miscellaneous

- i. This agreement and any document referred to in it constitutes the whole agreement between the parties (and in the case of the Stowen, as agent for any group company) and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them.
- ii. No person other than a party (except in the case of Stowen a group company) to this agreement may enforce any of its terms.
- iii. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

On behalf of Stowen Ltd:

Name: Miriam Yaxley Sign: Date: 15th December 2017

On Behalf of the Contractor

Name Sign: Date: